

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:)	CASE NO. 314-06636
TENNESSEE LOGISTICS, LLC)	CHAPTER 7
DEBTOR.)	JUDGE MARIAN F. HARRISON
)	
SUSAN R. LIMOR, TRUSTEE,)	
PLAINTIFF,)	
)	
V.)	ADVERSARY NO.
)	
ADAM BROCK, ELIZABETH BROCK,)	
CHAD BROCK, LESLY BROCK,)	
BROADWAY LIMOUSINE, LLC.)	
DEFENDANTS.)	

COMPLAINT TO AVOID FRAUDULENT TRANSFERS

Comes the Plaintiff, by and through counsel, and would respectfully represent to this Court as follows:

1. Plaintiff is the duly qualified and acting Trustee in this bankruptcy case.
2. This adversary proceeding is commenced in the case of Tennessee Logistics, LLC, a Chapter 7 case bearing case number 314-06636- MH3-7, (“Debtor”) and pending in the Middle District of Tennessee.
3. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 1334 and 157. This adversary proceeding is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(F) and (H).
4. On August 20, 2014, a Chapter 7 Petition was filed by the Debtor under Chapter 7 of Title 11 of the United States Code.
5. Plaintiff was appointed as Interim Trustee in the Chapter 7 case on August 22, 2014.

6. Adam Brock was the single member and president of the Debtor. Adam Brock is also the single member and president of Broadway Limousine, LLC.

7. Elizabeth A. Brock is the wife of Adam Brock and had no ownership interest in the Debtor, nor was an employee of the Debtor.

8. Chad Brock is the father of Adam Brock and worked with related logistics companies.

9. Lesly Brock is the mother of Adam Brock and worked with related logistics companies.

10. At all times at which the subject transfers occurred, the Debtor was insolvent or was rendered insolvent as a result of the transfers herein described or should have known it could not pay its debts as they came due.

11. Pursuant to 11 U.S.C. § 548, the Trustee can avoid any transfers made by the Debtor within two (2) years of commencement of the case if the Debtor received less than reasonably equivalent value in exchange for the transfers and the Debtor was insolvent or became insolvent as a result of the transfers.

12. Pursuant to 11 U.S.C. § 548, the Trustee can avoid any transfers made by the Debtor within two (2) years of commencement of the case if the transfers were made for the purpose of hindering, delaying or defrauding creditors, and was made with actual intent to defraud.

COUNT I

13. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

14. Within two (2) years prior to the commencement of the case, Defendant Adam Brock received the below-alleged transfers of property totaling at least \$189,491.08 from the Debtor.

15. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities

out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

16. Debtor was in a precarious financial condition at the time of the transfers.

17. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

18. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

19. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

20. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

21. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

22. Defendant Adam Brock may have received additional transfers which Plaintiff may learn about during the discovery process, and such transfers are expressly subject to this action.

DATE	BANK	AMOUNT
02/14/13	Wells Fargo 7150	(\$300.00)
03/18/13	Wells Fargo 7150	(\$2,000.00)
03/22/13	Wells Fargo 7150	(\$1,000.00)
03/28/13	Wells Fargo 7150	(\$13,000.00)
03/28/13	Wells Fargo 7150	(\$1,000.00)
03/29/13	Wells Fargo 7150	(\$1,000.00)
04/02/13	Wells Fargo 7150	(\$1,000.00)
04/08/13	Wells Fargo 7150	(\$2,000.00)
04/08/13	Wells Fargo 7150	(\$1,600.00)
04/10/13	Wells Fargo 7150	(\$7,500.00)

04/17/13	Wells Fargo 7150	(\$1,000.00)
04/17/13	Wells Fargo 7150	(\$3,500.00)
04/18/13	Wells Fargo 7150	(\$15,000.00)
04/18/13	Wells Fargo 7150	(\$400.00)
04/29/13	Wells Fargo 7150	(\$2,000.00)
04/29/13	Wells Fargo 7150	(\$672.00)
04/30/13	Wells Fargo 7150	(\$727.46)
04/30/13	Wells Fargo 7150	(\$5,000.00)
05/01/13	Wells Fargo 7150	(\$1,000.00)
05/02/13	Wells Fargo 7150	(\$1,000.00)
05/03/13	Wells Fargo 7150	(\$1,400.00)
05/03/13	Wells Fargo 7150	(\$1,000.00)
05/06/13	Wells Fargo 7150	(\$1,800.00)
05/08/13	Wells Fargo 7150	(\$1,000.00)
05/08/13	Wells Fargo 7150	(\$500.00)
05/14/13	Wells Fargo 7150	(\$1,000.00)
05/15/13	Wells Fargo 7150	(\$833.00)
05/21/13	Wells Fargo 7150	(\$1,000.00)
05/23/13	Wells Fargo 7150	(\$700.00)
05/24/13	Wells Fargo 7150	(\$1,000.00)
05/28/13	Wells Fargo 7150	(\$700.00)
05/29/13	Wells Fargo 7150	(\$1,000.00)
05/30/13	Wells Fargo 7150	(\$12,000.00)
06/03/13	Wells Fargo 7150	(\$800.00)
06/03/13	Wells Fargo 7150	(\$500.00)
06/04/13	Wells Fargo 7150	(\$15,000.00)
06/04/13	Wells Fargo 7150	(\$2,000.00)
06/06/13	Wells Fargo 7150	(\$500.00)
06/07/13	Wells Fargo 7150	(\$700.00)
06/11/13	Wells Fargo 7150	(\$92.56)
06/11/13	Wells Fargo 7150	(\$5,500.00)
06/11/13	Wells Fargo 7150	(\$600.00)
06/12/13	Wells Fargo 7150	(\$90.90)
06/12/13	Wells Fargo 7150	(\$1,000.00)
06/17/13	Wells Fargo 7150	(\$1,000.00)
06/17/13	Wells Fargo 7150	(\$1,000.00)
06/21/13	Wells Fargo 7150	(\$1,000.00)
06/24/13	Wells Fargo 7150	(\$2,000.00)
06/25/13	Wells Fargo 7150	(\$1,000.00)

06/25/13	Wells Fargo 7150	(\$600.00)
06/27/13	Wells Fargo 7150	(\$500.00)
06/28/13	Wells Fargo 7150	(\$1,000.00)
07/01/13	Wells Fargo 7150	(\$1,700.00)
07/02/13	Wells Fargo 7150	(\$2,300.00)
07/02/13	Wells Fargo 7150	(\$1,000.00)
07/05/13	Wells Fargo 7150	(\$1,400.00)
07/08/13	Wells Fargo 7150	(\$400.00)
07/09/13	Wells Fargo 7150	(\$500.00)
07/11/13	Wells Fargo 7150	(\$300.00)
07/12/13	Wells Fargo 7150	(\$500.00)
07/15/13	Wells Fargo 7150	(\$800.00)
07/15/13	Wells Fargo 7150	(\$1,200.00)
07/17/13	Wells Fargo 7150	(\$500.00)
07/17/13	Wells Fargo 7150	(\$294.26)
07/22/13	Wells Fargo 7150	(\$500.00)
07/22/13	Wells Fargo 7150	(\$500.00)
07/22/13	Wells Fargo 7150	(\$800.00)
07/22/13	Wells Fargo 7150	(\$500.00)
07/23/13	Wells Fargo 7150	(\$1,000.00)
07/23/13	Wells Fargo 7150	(\$400.00)
07/24/13	Wells Fargo 7150	(\$579.08)
07/24/13	Wells Fargo 7150	(\$17,000.00)
07/31/13	Wells Fargo 7150	(\$433.00)
07/31/13	Wells Fargo 7150	(\$500.00)
08/01/13	Wells Fargo 7150	(\$1,000.00)
08/09/13	Wells Fargo 7150	(\$600.00)
08/09/13	Wells Fargo 7150	(\$900.00)
08/12/13	Wells Fargo 7150	(\$1,000.00)
08/13/13	Wells Fargo 7150	(\$870.06)
08/14/13	Wells Fargo 7150	(\$1,000.00)
08/15/13	Wells Fargo 7150	(\$1,200.00)
08/16/13	Wells Fargo 7150	(\$1,000.00)
08/19/13	Wells Fargo 7150	(\$4,000.00)
08/19/13	Wells Fargo 7150	(\$700.00)
08/21/13	Wells Fargo 7150	(\$2,000.00)
08/26/13	Wells Fargo 7581	(\$100.03)
08/28/13	Wells Fargo 7150	(\$494.59)
09/03/13	Wells Fargo 7150	(\$1,000.00)

09/03/13		(\$2,000.00)
09/03/13	Wells Fargo 7150	(\$2,000.00)
09/10/13	Wells Fargo 7150	(\$105.00)
09/10/13	Wells Fargo 7150	(\$441.36)
10/04/13	Wells Fargo 7150	(\$1,574.00)
10/11/13	Wells Fargo 7150	(\$1,000.00)
10/16/13	Wells Fargo 7150	(\$87.92)
10/21/13	Wells Fargo 7150	(\$22.50)
10/23/13	Wells Fargo 7150	(\$25.13)
10/28/13	Wells Fargo 7150	(\$35.94)
11/01/13	Wells Fargo 7150	(\$125.00)
11/04/13	Wells Fargo 7150	(\$36.77)
11/12/13	Wells Fargo 7150	(\$75.28)
11/18/13	Wells Fargo 7150	(\$32.89)
11/18/13	Wells Fargo 7150	(\$5.95)
11/21/13	Wells Fargo 7150	(\$39.94)
11/21/13	Wells Fargo 7150	(\$24.99)
11/22/13	Wells Fargo 7150	(\$320.00)
11/25/13	Wells Fargo 7150	(\$26.29)
11/25/13	Wells Fargo 7150	(\$25.13)
12/13/13	Wells Fargo 7150	(\$34.84)
12/17/13	Wells Fargo 7150	(\$1,000.00)
12/19/13	Wells Fargo 7150	(\$28.73)
12/23/13	Wells Fargo 7150	(\$25.13)
12/27/13	Wells Fargo 7150	(\$17.99)
12/30/13	Wells Fargo 7150	(\$80.99)
12/30/13	Wells Fargo 7150	(\$124.00)
01/02/14	Wells Fargo 7150	(\$2,804.97)
01/06/14	Wells Fargo 7150	(\$53.93)
01/06/14	Wells Fargo 7150	(\$12.95)
01/08/14	Wells Fargo 7150	(\$210.69)
01/13/14	Wells Fargo 7150	(\$29.33)
01/16/14	Pinnacle 1614	(\$1,000.00)
01/16/14	Pinnacle 1614	(\$2,000.00)
01/17/14	Wells Fargo 7150	(\$69.95)
01/21/14	Wells Fargo 7150	(\$14.99)
01/21/14	Wells Fargo 7150	(\$4.72)
01/24/14	Wells Fargo 7150	(\$31.95)
01/27/14	Wells Fargo 7150	(\$32.99)

01/29/14	Wells Fargo 7150	(\$25.00)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$546.50)
01/29/14	Wells Fargo 7150	(\$26.50)
01/29/14	Wells Fargo 7150	(\$23.54)
01/30/14	Wells Fargo 7150	(\$9.86)
02/06/14	Pinnacle 1614	(\$1,000.00)
02/12/14	Wells Fargo 7150	(\$58.00)
03/17/14	Pinnacle 1614	(\$1,000.00)
		(\$189,491.08)

COUNT II

23. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

24. Upon information and belief, the Debtor made the below-alleged transfers of at least \$144,138.89.

25. Upon information and belief, these transferred benefited Adam Brock.

26. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

27. Debtor was in a precarious financial condition at the time of the transfers.

28. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

29. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

30. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

31. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

32. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

33. Defendant Adam Brock may have benefited from additional transfers which Plaintiff may learn about during the discovery process, and such transfers are expressly subject to this action.

<u>Date</u>	<u>Bank</u>	<u>Amount</u>	<u>Description</u>	<u>Further Description</u>
4/8/2013	WF7150	(\$1,745.00)	3006	GE Capital Corp
4/26/2013	WF7150	(\$2,544.00)	1217	Jernigan, Terry
6/3/2013	WF7150	(\$1,743.26)	Debit	Wells Fargo
6/17/2013	WF7150	(\$1,745.00)	1437	GE Capital Corp
7/31/2013	WF7150	(\$2,514.00)	1584	Jernigan, Terry
8/16/2013	WF7150	(\$3,896.38)	Debit	Modern Marine
8/19/2013	WF7150	(\$35.99)	Debit	Modern Marine
8/27/2013	WF7150	(\$488.19)	Debit	Modern Marine
8/30/2013	WF7150	(\$28,000.00)	Debit	The Limo Agent
8/30/2013	WF7150	(\$2,514.00)	1646	Jernigan, Terry
9/3/2013	WF7150	(\$1,943.26)	Debit	Wells Fargo
9/18/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
9/25/2013	WF7150	(\$700.00)	1689	CMS Lawncare
9/30/2013	WF7150	(\$2,514.00)	1700	Jernigan, Terry
9/30/2013	WF7150	(\$2,800.00)	Debit	Preds/Bridgestone
9/30/2013	WF7150	(\$1,500.00)	1701	Regions Bank
10/1/2013	WF7150	(\$1,943.26)	Debit	Wells Fargo
10/7/2013	WF7150	(\$300.00)	1705	Ge Capital Retail Bank
10/8/2013	WF7150	(\$200.00)	1704	Comenity Bank
10/11/2013	WF7150	(\$2,250.00)	1702	Jernigan, Terry

10/15/2013	WF7150	(\$700.00)	1717	CMS Lawncare
10/15/2013	WF7150	(\$891.22)	Debit	Preds/Bridgestone
10/15/2013	WF7150	(\$125.00)	debit	St. Thomas
10/16/2013	WF7150	(\$350.00)	Debit	Wells Fargo
10/17/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
10/31/2013	WF7150	(\$1,096.62)	Debit	Modern Marine
11/1/2013	WF7150	(\$2,700.00)	1777	Jernigan, Terry
11/4/2013	WF7150	(\$1,138.18)	Debit	Designer Floors
11/5/2013	WF7150	(\$300.00)	1773	Ge Capital Retail Bank
11/5/2013	WF7150	(\$700.00)	1775	CMS Lawncare
11/6/2013	WF7150	(\$1,857.56)	Debit	Elm Hills Resort Marina
11/6/2013	WF7150	(\$891.23)	Debit	Preds/Bridgestone
11/7/2013	WF7150	(\$300.00)	1774	Comenity Bank
11/12/2013	WF7150	(\$6,750.00)	1757	Capital Bank
11/12/2013	WF7150	(\$201.56)	Debit	Designer Floors
11/12/2013	WF7150	(\$217.89)	Debit	Designer Floors
11/12/2013	WF7150	(\$463.72)	Debit	Modern Marine
11/15/2013	WF7150	(\$131.10)	Debit	Designer Floors
11/22/2013	WF7150	(\$400.00)	Debit	Wells Fargo
11/25/2013	WF7150	(\$3,000.00)	1840	Kidd, Brian
11/26/2013	WF7150	(\$300.00)	1841	Comenity Bank
11/26/2013	WF7150	(\$1,500.00)	1852	Regions Bank
12/2/2013	WF7150	(\$2,000.00)	1846	Hall, Mike
12/2/2013	WF7150	(\$3,000.00)	1206	Hall, Mike
12/2/2013	WF7150	(\$2,700.00)	1869	Jernigan, Terry
12/4/2013	WF7150	(\$891.22)	Debit	Preds/Bridgestone
12/9/2013	WF7150	(\$855.66)	Debit	Elm Hills Resort Marina
12/10/2013	WF7150	(\$250.00)	1833	Ge Capital Retail Bank
12/16/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
12/19/2013	WF7150	(\$1,500.00)	1822	Carr, Brandon
12/19/2013	WF7150	(\$1,196.29)	Debit	Shanes Co.
12/20/2013	WF7150	(\$805.00)	1669	Hall, Mike
12/23/2013	WF7150	(\$2,500.00)	1848	Wells Fargo
12/24/2013	WF7150	(\$700.00)	1657	CMS Lawncare
12/31/2013	WF7150	(\$2,700.00)	1691	Jernigan, Terry
12/31/2013	WF7150	(\$1,993.26)	Debit	Wells Fargo
1/6/2014	WF7150	(\$875.64)	Debit	Elm Hills Resort Marina
1/6/2014	WF7150	(\$891.23)	Debit	Preds/Bridgestone
1/6/2014	WF7150	(\$1,341.80)	Debit	Tennessee Titans

1/7/2014	WF7150	(\$700.00)	1697	CMS Lawncare
1/8/2014	WF7150	(\$200.00)	Debit	Nannies of Greenhills
1/13/2014	WF7150	(\$500.00)	Debit	Wells Fargo
1/17/2014	P1614	(\$250.00)	1007	Ge Capital Retail Bank
1/17/2014	WF7150	(\$1,341.80)	Debit	Tennessee Titans
1/21/2014	P1614	(\$300.00)	1009	Comenity Bank
1/22/2014	P1614	(\$1,400.00)	1050	Regions Bank
1/24/2014	P1614	(\$1,500.00)	1049	Carr, Brandon
1/28/2014	P1614	(\$1,500.00)	1066	Regions Bank
1/29/2014	P1614	(\$1,200.00)	Debit	Nannies of Greenhills
2/3/2014	P1614	(\$2,700.00)	1101	Jernigan, Terry
2/3/2014	WF7150	(\$889.88)	Debit	Elm Hills Resort Marina
2/3/2014	WF7150	(\$1,743.26)	Debit	Wells Fargo
2/5/2014	WF7150	(\$891.22)	Debit	Preds/Bridgestone
2/10/2014	WF7150	(\$500.00)	Debit	Wells Fargo
2/11/2014	P1614	(\$700.00)	1124	CMS Lawncare
2/19/2014	P1614	(\$1,341.80)	Debit	Tennessee Titans
2/25/2014	P1614	(\$1,500.00)	1165	Carr, Brandon
2/26/2014	P1614	(\$1,500.00)	1128	Regions Bank
2/28/2014	P1614	(\$2,700.00)	1253	Jernigan, Terry
3/6/2014	WF7150	(\$870.84)	Debit	Elm Hills Resort Marina
3/10/2014	P1614	(\$250.00)	1229	Ge Capital Retail Bank
3/12/2014	P1614	(\$114.61)	1230	Comenity Bank
3/13/2014	P1614	(\$700.00)	1246	CMS Lawncare
3/17/2014	P1614	(\$1,707.68)	1205	St. Thomas
3/19/2014	P1614	(\$1,341.80)	Debit	Tennessee Titans
3/21/2014	P1614	(\$1,500.00)	1266	Carr, Brandon
3/25/2014	P1614	(\$874.02)	1277	St. Thomas
4/3/2014	WF7150	(\$826.01)	Debit	Elm Hills Resort Marina
4/8/2014	WF7150	(\$125.65)	Debit	Wells Fargo
4/21/2014	WF7150	(\$27.20)	Debit	Wells Fargo
4/21/2014	WF7150	(\$27.20)	Debit	Wells Fargo
4/22/2014	P1614	(\$1,500.00)	1335	Carr, Brandon
5/8/2014	P1614	(\$700.00)	1369	CMS Lawncare
		(\$144,138.89)		

COUNT III

34. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

35. Within two (2) years prior to the commencement of the case, Defendant Elizabeth Brock received the below-alleged transfers of property totaling at least \$10,700 from the Debtor.

36. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

37. Debtor was in a precarious financial condition at the time of the transfers.

38. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

39. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

40. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

41. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

42. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

43. Defendant Elizabeth Brock may have received additional transfers which Plaintiff may

learn about during the discovery process, and such transfers are expressly subject to this action.

DATE	BANK	AMOUNT
11/26/2013	Wells Fargo 7150	(\$1,400.00)
12/17/2013	Wells Fargo 7150	(\$2,000.00)
1/6/2014	Wells Fargo 7150	(\$1,100.00)
2/3/2014	Pinnacle 1614	(\$1,400.00)
2/5/2014	Pinnacle 1614	(\$950.00)
2/18/2014	Pinnacle 1614	(\$850.00)
3/18/2014	Pinnacle 1614	(\$3,000.00)
		(\$10,700.00)

COUNT IV

44. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

45. Upon information and belief, the Debtor made the below-alleged transfers of at least \$104,462.89.

46. Upon information and belief, these transfers benefited Elizabeth Brock.

47. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

48. Debtor was in a precarious financial condition at the time of the transfers.

49. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

50. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

51. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

52. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

53. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

54. Defendant Elizabeth Brock may have benefited from additional transfers which Plaintiff may learn about during the discovery process, and such transfers are expressly subject to this action.

<u>Date</u>	<u>Bank</u>	<u>Amount</u>	<u>Description</u>	<u>Further Description</u>
6/3/2013	WF7150	(\$1,743.26)	Debit	Wells Fargo
8/16/2013	WF7150	(\$3,896.38)	Debit	Modern Marine
8/19/2013	WF7150	(\$35.99)	Debit	Modern Marine
8/27/2013	WF7150	(\$488.19)	Debit	Modern Marine
9/3/2013	WF7150	(\$1,943.26)	Debit	Wells Fargo
9/9/2013	WF7150	(\$500.00)	Debit	Capital One
9/10/2013	WF7150	(\$500.00)	Debit	Chase
9/13/2013	WF7150	(\$500.00)	Debit	Capital One
9/17/2013	WF7150	(\$1,000.00)	Debit	Capital One
9/17/2013	WF7150	(\$500.00)	Debit	Chase
9/18/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
9/23/2013	WF7150	(\$600.00)	Debit	Capital One
9/23/2013	WF7150	(\$1,000.00)	Debit	Chase
9/25/2013	WF7150	(\$700.00)	1689	CMS Lawncare
9/30/2013	WF7150	(\$2,800.00)	Debit	Preds/Bridgestone
9/30/2013	WF7150	(\$1,500.00)	1701	Regions Bank
10/1/2013	WF7150	(\$1,943.26)	Debit	Wells Fargo
10/2/2013	WF7150	(\$600.00)	Debit	Capital One
10/4/2013	WF7150	(\$400.00)	Debit	Chase
10/07/13	WF7150	(\$300.00)	1705	Ge Capital Retail Bank

10/8/2013	WF7150	(\$200.00)	1704	Comenity Bank
10/11/2013	WF7150	(\$500.00)	Debit	Capital One
10/15/2013	WF7150	(\$500.00)	Debit	Chase
10/15/2013	WF7150	(\$600.00)	Debit	Sears Credit Cards
10/15/2013	WF7150	(\$700.00)	1717	CMS Lawncare
10/15/2013	WF7150	(\$891.22)	Debit	Preds/Bridgestone
10/15/2013	WF7150	(\$125.00)	Debit	St. Thomas
10/16/2013	WF7150	(\$350.00)	Debit	Wells Fargo
10/17/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
10/22/2013	WF7150	(\$500.00)	Debit	Capital One
10/23/2013	WF7150	(\$750.00)	Debit	Chase
10/29/2013	WF7150	(\$500.00)	Debit	Capital One
10/30/2013	WF7150	(\$500.00)	Debit	Chase
10/31/2013	WF7150	(\$1,096.62)	Debit	Modern Marine
11/4/2013	WF7150	(\$800.00)	Debit	Sears Credit Cards
11/4/2013	WF7150	(\$1,138.18)	Debit	Designer Floors
11/5/2013	WF7150	(\$700.00)	1775	CMS Lawncare
11/05/13	WF7150	(\$300.00)	1773	Ge Capital Retail Bank
11/6/2013	WF7150	(\$1,857.56)	Debit	Elm Hills Resort Marina
11/6/2013	WF7150	(\$891.23)	Debit	Preds/Bridgestone
11/7/2013	WF7150	(\$300.00)	1774	Comenity Bank
11/12/2013	WF7150	(\$500.00)	Debit	Capital One
11/12/2013	WF7150	(\$500.00)	Debit	Chase
11/12/2013	WF7150	(\$201.56)	Debit	Designer Floors
11/12/2013	WF7150	(\$217.89)	Debit	Designer Floors
11/12/2013	WF7150	(\$463.72)	Debit	Modern Marine
11/13/2013	WF7150	(\$500.00)	Debit	Capital One
11/15/2013	WF7150	(\$131.10)	Debit	Designer Floors
11/22/2013	WF7150	(\$500.00)	Debit	Capital One
11/22/2013	WF7150	(\$400.00)	Debit	Wells Fargo
11/25/2013	WF7150	(\$500.00)	Debit	Capital One
11/25/2013	WF7150	(\$500.00)	Debit	Chase
11/25/2013	WF7150	(\$500.00)	Debit	Chase
11/25/2013	WF7150	(\$600.00)	1842	Sears Credit Cards
11/25/2013	WF7150	(\$3,000.00)	1840	Kidd, Brian
11/26/2013	WF7150	(\$300.00)	1841	Comenity Bank
11/26/2013	WF7150	(\$1,500.00)	1852	Regions Bank
12/02/13	WF7150	(\$2,000.00)	1846	Hall, Mike
12/02/13	WF7150	(\$3,000.00)	1206	Hall, Mike

12/3/2013	WF7150	(\$500.00)	Debit	Capital One
12/4/2013	WF7150	(\$891.22)	Debit	Preds/Bridgestone
12/9/2013	WF7150	(\$855.66)	Debit	Elm Hills Resort Marina
12/10/13	WF7150	(\$250.00)	1833	Ge Capital Retail Bank
12/13/2013	WF7150	(\$500.00)	Debit	Capital One
12/16/2013	WF7150	(\$500.00)	Debit	Chase
12/16/2013	WF7150	(\$1,341.80)	Debit	Tennessee Titans
12/17/2013	WF7150	(\$500.00)	Debit	Capital One
12/19/2013	WF7150	(\$1,196.29)	Debit	Shanes Co.
12/20/2013	WF7150	(\$800.00)	Debit	Chase
12/20/13	WF7150	(\$805.00)	1669	Hall, Mike
12/23/2013	WF7150	(\$2,500.00)	1848	Wells Fargo
12/24/2013	WF7150	(\$700.00)	1657	CMS Lawncare
12/30/2013	WF7150	(\$1,000.00)	Debit	Chase
12/31/2013	WF7150	(\$1,993.26)	Debit	Wells Fargo
1/6/2014	WF7150	(\$500.00)	Debit	Capital One
1/6/2014	WF7150	(\$875.64)	Debit	Elm Hills Resort Marina
1/6/2014	WF7150	(\$891.23)	Debit	Preds/Bridgestone
1/6/2014	WF7150	(\$1,341.80)	Debit	Tennessee Titans
1/7/2014	WF7150	(\$700.00)	1697	CMS Lawncare
1/8/2014	WF7150	(\$500.00)	Debit	Sears Credit Cards
1/8/2014	WF7150	(\$200.00)	Debit	Nannies of Greenhills
1/9/2014	WF7150	(\$500.00)	Debit	Chase
1/13/2014	WF7150	(\$500.00)	Debit	Capital One
1/13/2014	WF7150	(\$500.00)	Debit	Chase
1/13/2014	WF7150	(\$500.00)	Debit	Wells Fargo
1/17/2014	WF7150	(\$1,341.80)	Debit	Tennessee Titans
01/17/14	P1614	(\$250.00)	1007	Ge Capital Retail Bank
1/21/2014	WF7150	(\$500.00)	Debit	Capital One
1/21/2014	WF7150	(\$500.00)	Debit	Capital One
1/21/2014	WF7150	(\$500.00)	Debit	Chase
1/21/2014	P1614	(\$300.00)	1009	Comenity Bank
1/29/2014	P1614	(\$1,200.00)	Debit	Nannies of Greenhills
1/30/2014	WF7150	(\$500.00)	Debit	Capital One
1/30/2014	WF7150	(\$500.00)	Debit	Chase
2/3/2014	WF7150	(\$889.88)	Debit	Elm Hills Resort Marina
2/3/2014	WF7150	(\$1,743.26)	Debit	Wells Fargo
2/4/2014	WF7150	(\$800.00)	Debit	Capital One
2/5/2014	WF7150	(\$1,000.00)	Debit	Chase

2/5/2014	WF7150	(\$600.00)	Debit	Sears Credit Cards
2/5/2014	WF7150	(\$891.22)	Debit	Preds/Bridgestone
2/10/2014	WF7150	(\$500.00)	Debit	Wells Fargo
2/11/2014	P1614	(\$700.00)	1124	CMS Lawncare
2/19/2014	P1614	(\$1,000.00)	Debit	Capital One
2/19/2014	P1614	(\$1,000.00)	Debit	Chase
2/19/2014	P1614	(\$1,341.80)	Debit	Tennessee Titans
2/24/2014	P1614	(\$1,000.00)	Debit	Capital One
2/26/2014	P1614	(\$1,500.00)	1128	Regions Bank
3/4/2014	P1614	(\$1,000.00)	Debit	Chase
3/5/2014	P1614	(\$600.00)	Debit	Sears Credit Cards
3/6/2014	WF7150	(\$870.84)	Debit	Elm Hills Resort Marina
03/10/14	P1614	(\$250.00)	1229	Ge Capital Retail Bank
3/12/2014	P1614	(\$114.61)	1230	Comenity Bank
3/13/2014	P1614	(\$700.00)	1246	CMS Lawncare
3/17/2014	P1614	(\$1,707.68)	1205	St. Thomas
3/18/2014	P1614	(\$1,000.00)	Debit	Capital One
3/19/2014	P1614	(\$1,341.80)	Debit	Tennessee Titans
3/24/2014	P1614	(\$1,000.00)	Debit	Chase
3/25/2014	P1614	(\$874.02)	1277	St. Thomas
4/3/2014	WF7150	(\$826.01)	Debit	Elm Hills Resort Marina
4/7/2014	P1614	(\$600.00)	Debit	Sears Credit Cards
4/8/2014	WF7150	(\$125.65)	Debit	Wells Fargo
4/15/2014	P1614	(\$100.00)	Debit	Capital One
4/21/2014	P1614	(\$200.00)	Debit	Chase
4/21/2014	WF7150	(\$27.20)	Debit	Wells Fargo
4/21/2014	WF7150	(\$27.20)	Debit	Wells Fargo
4/22/2014	P1614	(\$200.00)	Debit	Capital One
4/24/2014	P1614	(\$150.00)	Debit	Chase
5/8/2014	P1614	(\$700.00)	1369	CMS Lawncare
(\$104,462.89)				

COUNT V

55. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

56. Within two (2) years prior to the commencement of the case, Defendant Chad Brock

received the below-alleged transfers totaling at least \$7,873.20 from the Debtor.

57. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

58. Debtor was in a precarious financial condition at the time of the transfers.

59. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

60. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

61. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

62. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

63. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

64. Defendant Chad Brock may have received additional transfers which Plaintiff may learn about during the discovery process, and such transfers are expressly subject to this action.

DATE	BANK	AMOUNT
3/22/2013	Wells Fargo 7150	(\$737.51)
4/5/2013	Wells Fargo 7150	(\$399.45)

5/17/2013	Wells Fargo 7150	(\$75.12)
5/23/2013	Wells Fargo 7150	(\$300.00)
10/15/2013	Wells Fargo 7150	(\$1,000.00)
1/22/2014	Pinnacle 1614	(\$500.00)
2/26/2014	Pinnacle 1614	(\$33.33)
4/7/2014	Pinnacle 1614	(\$1,129.05)
5/2/2014	Pinnacle 1614	(\$3,698.74)
		(\$7,873.20)

COUNT VI

65. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

66. Within two (2) years prior to the commencement of the case, Defendant Lesly Brock received the below-alleged transfers totaling at least \$4,134.85 from the Debtor.

67. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

68. Debtor was in a precarious financial condition at the time of the transfers.

69. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

70. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

71. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

72. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

73. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

DATE	BANK	AMOUNT
4/22/2013	Wells Fargo 7150	(\$231.07)
4/23/2013	Wells Fargo 7150	(\$93.85)
6/4/2013	Wells Fargo 7150	(\$162.73)
10/15/2013	Wells Fargo 7150	(\$315.00)
11/19/2013	Wells Fargo 7150	(\$75.00)
1/30/2014	Pinnacle 1614	(\$200.00)
3/17/2014	Pinnacle 1614	(\$200.00)
3/26/2014	Pinnacle 1614	(\$200.00)
5/2/2014	Pinnacle 1614	(\$2,657.20)
		(\$4,134.85)

COUNT VII

74. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

75. Within two (2) years prior to the commencement of the case, Defendant Broadway Limousine, LLC received the below-alleged transfers totaling at least \$83,963.79 from the Debtor.

76. The transfers were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud, including, without limitation: (i) Adam Brock was the President of multiple related entities involving family; (ii) Adam Brock operated some of the entities out of the same location; (iii) Adam Brock shared fuel discounts with related companies; (iv) Adam

Brock transferred money to related companies; (v) Adam Brock paid personal bills out of company funds.

77. Debtor was in a precarious financial condition at the time of the transfers.

78. The transfers by Debtor far exceeded reasonable expenses and Debtor therefore received less than reasonably equivalent value for such transfers.

79. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

80. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

81. The transfers are avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

82. Pursuant to 11 U.S.C. § 550, the Trustee may recover from Defendants the amount of the said transfers.

83. Defendant Broadway Limousine, LLC may have received additional transfers which Plaintiff may learn about during the discovery process, and such transfers are expressly subject to this action.

DATE	BANK	AMOUNT
01/07/13	Wells Fargo 7150	(\$13,000.00)
02/12/13		(\$200.00)
03/20/13	Wells Fargo 7150	(\$300.00)
05/13/13	Wells Fargo 7150	(\$1,200.00)
05/13/13	Wells Fargo 7150	(\$100.00)
05/15/13	Wells Fargo 7150	(\$8,500.00)
05/29/13	Wells Fargo 7150	(\$100.00)
06/04/13	Wells Fargo 7150	(\$300.00)
06/07/13	Wells Fargo 7150	(\$300.00)
06/07/13	Wells Fargo 7150	(\$500.00)

06/10/13	Wells Fargo 7150	(\$300.00)
06/21/13	Wells Fargo 7150	(\$300.00)
06/28/13	Wells Fargo 7150	(\$400.00)
07/11/13	Wells Fargo 7150	(\$200.00)
07/12/13	Wells Fargo 7150	(\$300.00)
07/12/13	Wells Fargo 7150	(\$700.00)
07/16/13	Wells Fargo 7150	(\$1,350.00)
08/15/13	Wells Fargo 7150	(\$300.00)
08/20/13	Wells Fargo 7150	(\$500.00)
08/26/13	Wells Fargo 7150	(\$100.00)
08/28/13	Wells Fargo 7150	(\$1,000.00)
08/30/13	Wells Fargo 7150	(\$28,000.00)
09/05/13	Wells Fargo 7150	(\$1,000.00)
09/16/13	Wells Fargo 7150	(\$200.00)
09/25/13	Wells Fargo 7150	(\$1,500.00)
09/25/13	Wells Fargo 7150	(\$1,000.00)
09/30/13	Wells Fargo 7150	(\$300.00)
10/03/13	Wells Fargo 7150	(\$150.00)
10/03/13	Wells Fargo 7150	(\$100.00)
10/09/13	Wells Fargo 7150	(\$2,200.00)
10/10/13	Wells Fargo 7150	(\$1,500.00)
10/10/13	Wells Fargo 7150	(\$135.71)
10/10/13	Wells Fargo 7150	(\$400.00)
10/15/13	Wells Fargo 7150	(\$250.00)
10/17/13	Wells Fargo 7150	(\$500.00)
10/21/13	Wells Fargo 7150	(\$500.00)
10/24/13	Wells Fargo 7150	(\$400.00)
10/28/13	Wells Fargo 7150	(\$800.00)
11/01/13	Wells Fargo 7150	(\$1,200.00)
11/06/13	Wells Fargo 7150	(\$300.00)
11/13/13	Wells Fargo 7150	(\$500.00)
11/14/13	Wells Fargo 7150	(\$100.00)
11/19/13	Wells Fargo 7150	(\$400.00)
11/21/13	Wells Fargo 7150	(\$400.00)
11/21/13	Wells Fargo 7150	(\$700.00)
11/21/13	Wells Fargo 7150	(\$300.00)
11/29/13	Wells Fargo 7150	(\$400.00)
12/02/13	Wells Fargo 7150	(\$400.00)
12/02/13	Wells Fargo 7150	(\$1,000.00)

12/19/13	Wells Fargo 7150	(\$500.00)
01/06/14	Wells Fargo 7150	(\$450.00)
01/06/14	Wells Fargo 7150	(\$300.00)
01/07/14	Wells Fargo 7150	(\$1,000.00)
01/07/14	Wells Fargo 7150	(\$100.00)
01/08/14	Wells Fargo 7150	(\$700.00)
01/08/14	Wells Fargo 7150	(\$100.00)
01/09/14	Wells Fargo 7150	(\$100.00)
01/10/14	Wells Fargo 7150	(\$300.00)
01/10/14	Wells Fargo 7150	(\$100.00)
01/17/14	Wells Fargo 7150	(\$100.00)
01/21/14	Wells Fargo 7150	(\$200.00)
01/21/14	Wells Fargo 7150	(\$100.00)
01/21/14	Wells Fargo 7150	(\$300.00)
01/22/14	Pinnacle 1614	(\$1,400.00)
01/24/14	Wells Fargo 7150	(\$300.00)
01/28/14	Pinnacle 1614	(\$1,500.00)
02/05/14	Wells Fargo 7150	(\$1,800.00)
03/03/14	Wells Fargo 7150	(\$28.08)
		(\$83,963.79)

CAUSE OF ACTION

84. The Trustee incorporates by reference the preceding paragraphs as if fully written herein.

85. The transfers referenced above were made with the intent to hinder, delay, or defraud creditors, as evidenced by certain so-called badges of fraud.

86. Debtor was in a precarious financial condition at the time of the transfers.

87. The transfers by Debtor were not made for or far exceeded reasonable necessary expenses, and Debtor therefore received less than reasonably equivalent value for such transfers.

88. Debtor was insolvent on the dates of the transfers because its liabilities exceeded the equity value in any unencumbered, non-exempt assets in which Debtor had a sole ownership interest at that time.

89. Alternatively, the transfers rendered Debtor insolvent because after said transfers, the value of Debtor's remaining unencumbered, non-exempt assets were insufficient to fully satisfy its outstanding liabilities.

90. The transfers avoidable pursuant to 11 U.S.C. §§ 544 and 548(a).

91. Pursuant to 11 U.S.C. § 550, the Trustee may recover from the Defendants the amount of the said transfers.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, the Trustee respectfully requests the Court:

- A. Enter an order or orders avoiding the subject transfers and finding that such avoided transfers are preserved for the benefit of Debtor's bankruptcy estate.
- B. Further order that the Trustee may recover both pre- and post-judgment interest.
- C. Grant such other relief as may be necessary and appropriate.

Respectfully submitted,

/s/ David G. Rogers

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